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As an individual and on behalf of all others similarly situated

**SUPERIOR COURT OF CALIFORNIA**

**IN AND FOR THE COUNTY OF RIVERSIDE**

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| MICHAEL SIANO, as an individual on behalf of himself and on behalf of all others similarly situated,<br><br>Plaintiff,<br><br>v.<br><br>ACCELERATE360 DISTRIBUTION, LLC, a Delaware limited liability company; 4052342 WEST DE LLC, a Delaware limited liability company; and DOES 1-100, inclusive,<br><br>Defendants. | Case No.: CVRI2301109<br><br>Assigned for All Purposes to:<br>Hon. Harold Hopp<br>Dept. 1<br><br>DECLARATION OF BRANDON BROUILLETTE IN SUPPORT OF MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND REQUEST FOR ATTORNEY'S FEES AND COSTS<br><br>Date: August 5, 2026<br>Time: 8:30 a.m.<br>Dept.: 1 |

I, BRANDON BROUILLETTE, declare as follows:

1. I am an attorney duly licensed to practice in California and before this Court, and I am a partner with Crosner Legal, P.C., counsel of record for Plaintiff Michael Siano in the above-captioned matter. If called to testify as to the facts within, I would and could competently do so.

**FACTUAL BACKGROUND AND PROCEDURAL POSTURE**

2. Defendants operated a business distributing magazines and other periodicals throughout Southern California until approximately August 2020, when Defendants ceased operations in California. Plaintiff was a magazine delivery driver who worked for Defendants from July 2014 through on or about August 5, 2020, when his employment ended and he was laid off due to Defendants' decision to wind up their business in California. Plaintiff both delivered and picked up returned magazine bundles to retailers throughout Southern California.

3. Plaintiff alleges Defendants violated California wage and hour law in several respects. First, he alleges a failure to pay all wages due, including failing to pay for time spent subject to employer control while on meal breaks, Next, Plaintiff alleges Defendants also failed to provide compliant meal and rest periods by requiring employees to perform work while clocked out for meal periods and not relieving employees of all employer control while on a break. Plaintiff also claims employees had to use their personal phones on company business and without reimbursement and, as a result of the above allegations, Plaintiff also alleges Defendants failed to provide accurate, itemized wage statements and failed to pay all wages owed upon separation of employment.

4. Based on these allegations, and after exhausting PAGA administrative remedies, on June 7, 2024, Plaintiff filed the underlying class and PAGA action on behalf of himself and the Class Members, asserting claims for (1) failure to pay minimum wages; (2) failure to pay overtime; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to reimburse expenses, (6) failure to provide itemized wage statements; (7) failure to pay all wages due at termination; (8) unfair competition, (9) and violation of PAGA based on the same alleged Labor Code violations.

5. Defendants have at all times denied Plaintiff's allegations, and contend their

timekeeping and payroll policies accurately track and pay for all hours worked by its employees and at the correct rates of pay. Defendants further maintain their meal and rest break and payroll policies and procedures comply with California law, and that class members received required meal and rest breaks. Defendants further contend use of personal phones was not necessary to perform the job and accordingly no reimbursement is owed. Finally, Defendants contend they complied with applicable law and the WARN Act with respect to the closure of their California operations. Defendants also strongly contend the case cannot be maintained as any kind of class or representative action, arguing for example that to the extent class members missed meal and/or rest breaks, or that such breaks were non-compliant, it was intermittent and infrequent and evidence of such missed breaks would be purely anecdotal, and therefore individualized issues predominate and trial on a representative basis would be unmanageable.

6. Since Plaintiff filed the initial complaint, the Parties initiated discovery and, after extensive meeting and conferring on discovery issues, case management, and potential law and motion, the Parties ultimately agreed to mediation. They further agreed to additional informal discovery to facilitate an exchange of information necessary to engage in a meaningful mediation. Consequently, Plaintiff's counsel reviewed payroll records, personnel policies/handbooks, meal and rest break policies, personnel files, and paystubs and time records for the class. Defendants also provided documents reflecting their wage and hour policies and practices, and data regarding the total number of current and former employees, the estimated total amount of workweeks and pay periods they worked, and average hourly pay rates, among other relevant data. Plaintiff reviewed with the assistance of a consulting expert to help determine, inter alia, potential violation rates for meal breaks, potential unpaid wages, and to help formulate a damages model.

7. The Parties then engaged Michael Young, Esq., a highly respected mediator with extensive wage and hour class action experience and, in March 2024, participated in a full day mediation with Mr. Young. Throughout the day, the arms-length negotiations were hard-fought and adversarial as the Parties exchanged extensive information on their legal and factual positions, and made numerous offers and counter-offers. Near the end of the day, the Parties reached agreement on all major issues and thereafter jointly prepared the Settlement Agreement.

**THE PROPOSED SETTLEMENT TERMS**

8. Under the settlement, Defendants will pay $120,00.00 ($90,000 by Accelerate360 and $30,000 by 4052342 West DE) into a common fund, the Gross Settlement Amount. Reasonable attorney's fees of up to $40,000 (1/3 of the GSA), litigation costs of up to $15,000 (only $14,241.12 is requested), an enhancement award to Plaintiff of up to $10,000, settlement administration costs of no more than $4,000, and $2,000 for civil penalties under PAGA (of which 75%, or $1,500, will go to the Labor & Workforce Development Agency, and 25%, or $500 will go to the Aggrieved Employees) all will be paid from the Gross Settlement Amount. The remainder of approximately $47,608 will be allocated among the Participating Class Members based on their total workweeks worked during the Class Period. No portion of the Gross Settlement Amount will revert to Defendants.

9. This is a cash settlement that <u>does not</u> require Participating Class Members to submit a claim form to receive their settlement share. Participating Class Members will receive their settlement checks automatically via First Class U.S. Mail. Eighty percent of each settlement share will be allocated to wages and the remaining twenty percent will be allocated to penalties and interest. Defendants will pay any and all applicable employer-side payroll taxes separately and in addition to the Gross Settlement Amount. Subject to the Court's approval, any amounts not claimed (because a class member does not cash his or her settlement check) will be forwarded to the State Controller's Unclaimed Property Fund.

10. Each Participating Class Member will receive a share of the Net Settlement Amount based on his or her total weeks worked for Defendants during the Class Period while employed in a non-exempt position. Thus, each Class Member's Individual Settlement Payment will be calculated using criteria typically used in determining appropriate amounts of unpaid wages, unpaid premium wages for missed meal and rest breaks, and potential statutory penalties under applicable law. These methods are intended to ensure each Class Member receives a portion of the available settlement funds corresponding to the relative value of his or her potential claims. The proposed allocation provides a reasonable way to compensate Class Members based on the amount of time they worked for Defendants and the number of instances they missed a

meal break and/or rest break, were not provided compensation in lieu of such missed breaks, or lost pay due to the work during meal periods.

11. All Participating Class Members will release Defendants from all claims alleged in the operative complaint, or that could have been brought based on the factual allegations in the FAC during the Class Period. Plaintiff and the LWDA will release those PAGA claims alleged in the PAGA notice to the extent alleged in the FAC. The Class and PAGA releases are limited to the claims that were actually pleaded or could have been pleaded based on the alleged facts in the FAC, and PAGA notice for the PAGA claims. Only Plaintiff is entering into a full general release of all claims and waiver of Civil Code section 1542.

12. As noted above, the Parties allocated $2,000 from the GSA to civil penalties under PAGA, and submit that amount is fair, reasonable and adequate, and consistent with PAGA's underlying purposes. Per Labor Code section 2699(*l*)(2), my office gave notice of the settlement and the approval hearing to the LWDA via its online portal. A true and correct copy of the LWDA's acknowledgment of receipt is attached hereto as Exhibit 1.

**The Proposed Settlement Meets the Kullar Factors and is within the Range of Reasonableness**

13. Prior to mediation, the parties engaged in both formal and informal discovery to facilitate settlement discussions. As a result, Plaintiff reviewed documents and information regarding Defendants' payroll practices, a representative sampling of class member pay stubs and time records, applicable compensation plans, meal and rest break policies, etc., and information from Defendants regarding class size and breakdown, number of work weeks/pay periods, average rates of pay, and other information used to formulate a damages model with the assistance of a consulting expert. Plaintiff's counsel are confident they obtained sufficient information to understand the law and facts of this case and make an informed decision regarding the proposed settlement and whether it is fair and reasonable.

14. First, on the unpaid wage claims, Plaintiff alleges Defendants failed to pay for all hours worked by requiring employees to work during meal breaks as they had to keep radios and/or cellphones on at all times while working and Defendants' payroll personnel required that

employees deduct 30 minute meals after the fact for meal periods that were in effect "on duty." Accordingly, Plaintiff alleged Defendants failed to relieve employees of all duty and employer control during their meal breaks. We estimated this resulted in the loss of some **$94,950** in pay over the Class Period (3,847 work weeks * 2.05 hours/week * $12.04/hour avg. min. wage) On the other hand, Defendants argued their timekeeping and payroll policies accurately tracked and paid for all employee time at the correct hourly rate, and that is policies strictly prohibited “off the clock” work or working through meal periods, to include monitoring radios or cell phones while on a break. Further, Defendants contended that if any class members monitored communications during a lunch break or otherwise, it was in violation of company policy and done voluntarily by employees and without the company’s knowledge or consent.

15. Plaintiff next contends Defendants’ committed meal and rest break violations for the same reasons, and claims class members were "tethered" to communications devices even when purportedly on a meal or rest break and consequently were not relieved of all job duties while on a meal period. Here, we estimated the potential exposure at about **$245,660** in meal period premiums (15,402 eligible shifts * $15.98/hour avg. wage), and about **$248,920** (15,577 eligible shifts * $15.08/hour avg. wage). In response, Defendants argued their break policies were fully compliant with California law, and that class members received all required meal periods and breaks on a fully compliant basis. Further, Defendants argued to the extent employees missed a break or took a non-compliant break, any such discrepancies were aberrational and against company policy and a myriad of individual issues would be required to determine whether the potential violation resulted from employee choice or some other reason. Consequently, per the Defendants, individualized inquiries would dominate on this issue and render class certification inappropriate.

16. On the expense reimbursement issue, Plaintiff alleged employees had to use their personal phones while driving their delivery routes in order to communicate with dispatchers and supervisors on a regular basis, and they received no reimbursement for this. Based on $5 per week in cell phone reimbursement, Plaintiff estimated the exposure at about **$19,235**. In response, Defendants argued they provided employees with electronics needed to perform the job,

including communicating with dispatch and supervisors, and accordingly any use of personal phones was purely for personal convenience rather than business necessity. Thus, per Defendants, no reimbursement was owed under Labor Code § 2802.

17. Plaintiff also alleged derivative claims under Labor Code § 226 (alleged inaccurate wage statement violations) and §§ 201-203 (waiting time penalties). These claims are based on the unpaid wage claims and will rise or fall along with those primary claims, in addition to being subject to "good faith" and other defenses available to Defendants. Defendants argued further that the wage statements accurately contained all required information, and that acted in good faith all times with respect to payment of wages. Although Plaintiff's experts estimated the exposure on these claims at about **$190,300** on the wage statement claims (82 initial violations * $50 + 1,862 subsequent violations * $100/violation), and about **$314,485** (82 former employees * (240 hours * $15.98/hour)) on the waiting time penalties claim, Plaintiff also discounted the derivative claims significantly in light of these multiple potential defenses.

18. Finally, on the WARN Act claims, Plaintiff alleges Defendants failed to comply with the requirements of both the federal and California WARN Acts, and in particular failed to provide sufficient notice of the impending mass layoff that occurred on August 5, 2020 by informing the class members of the layoff only 58 days beforehand. Plaintiff accordingly alleges Defendants owe up to $500 in statutory penalties for each day of non-compliance, for potential liability of about **$59,000** (59 employees * 2 days * $500/day). On the other hand, Defendant argued they fully complied with all state and federal WARN Act requirements, including providing sufficient notice to the affected employees. Defendants further argued any potential WARN Act claims would be time-barred since Plaintiff did not raise them at all within three years of the mass layoff and did not amend his complaint until even later.

19. As far as potential PAGA liability, the alleged aggrieved employees theoretically are entitled to penalties totaling about **$980,200** should Plaintiff prevail on all claims, establish violations of the multiple Labor Code sections for every single pay period at issue, and secure the maximum allowable civil penalties. This amount includes $194,400 in penalties on the unpaid wage claims (1,944 pay periods * 100% violation rate * $100/violation); $194,400 in penalties on

the meal break claims (1,944 pay periods * 100% violation rate * $100/violation); $194,500 in penalties on the rest break claims ((1,944 pay periods * 100% violation rate * $100/violation); $194,400 in penalties on the unreimbursed expense claims (1,944 pay periods * 100% violation rate * $100/violation); $194,400 in penalties on the wage statement claims (1,944 pay periods * 100% violation rate * $100/violation); and $8,200 on the untimely final wage claim (82 former employees * $100/violation). As with the class claims, Plaintiff discounted the potential PAGA penalties based on Defendants' various defenses on the merits. We also accounted for the argument that any trial under PAGA would be unmanageable due to individualized issues, and further accounted for the Court's wide discretion to reduce any penalties awarded, or to decline to award penalties at all. In this regard, there was no evidence suggesting any of the alleged Labor Code violations were intentional in Defendants' part, and we also noted that imposition of a large penalty award likely would be deemed unjust and oppressive. Accordingly, the Parties negotiated a $2,000 allocation to PAGA penalties. Plaintiff submits this amount is reasonable under the circumstances and in line with comparable settlements in other wage and hour class actions in California. Additionally, the LWDA has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh in as necessary.

20. The settlement obviates the significant risk that this Court may find any kind of class resolution unachievable or might deny certification of all or some of Plaintiff's claims. Furthermore, even if Plaintiff obtained certification of all or some of the claims, continued litigation would be expensive as the parties pursued merits discovery, a probable motion to decertify, as well as trial and possible appeals, and would substantially delay any recovery by the class even further with no assurance of recovering significantly more than the proposed settlement. Overall, while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each cause of action. Plaintiff also recognizes proving the amount of wages and penalties due each Class Member would be an expensive and uncertain proposition.

21. Taking into account all of the above-discussed risk factors, we estimated Defendants' exposure on the class claims at around **$234,510** on a risk-discounted basis (an 80% discount across the board, or $1,172,550 * .2) and, accordingly, the settlement represents about

52% of the estimated recovery after trial after accounting for the multiple risks of continued litigation as addressed above. Given Defendants' multi-layered defenses and all other potential risks of continued litigation, a total recovery for the class of $120,000, which will result in average award of some $342 per class member, is a significant result well within the range of reasonableness considering all potential outcomes, and will provide monetary awards to the Class without further delay.

**SETTLEMENT ADMINISTRATION COSTS**

22. The settlement provides for a payment to Phoenix for its services as the Settlement Administrator. As set forth in the Declaration of Lluvia Islas, Phoenix performed and will continue to perform its required duties through final distribution of the settlement funds and incurred $6,250 in fees and expenses. Plaintiff accordingly requests the Court approve payment of $6,250 to Phoenix from the GSA.

**PLAINTIFF'S ENHANCEMENT AWARD**

23. Pursuant to the terms of the settlement, Plaintiff seeks a modest incentive award of $10,000 for his service in bringing these claims on behalf of the Class. The request is reasonable given the risks he undertook on behalf of the Class Members, and by contacting and retaining counsel to pursue these claims, Plaintiff helped make this settlement possible for the absent Class Members, while shouldering the risk of being liable for Defendant's litigation costs. Plaintiff also exposed himself to unwanted notoriety related to filing a public lawsuit (discoverable even through a simple google search) for the benefit of other employees, placing himself at risk of discrimination by future prospective employers. As set forth in more detail in his declaration filed herewith, among taking many other actions assisting in the successful litigation of this case, Plaintiff provided substantial factual information and documents to counsel, attended numerous meetings/phone conferences with counsel to discuss the case, and kept abreast of all significant developments. Accordingly, the requested enhancement payment to Plaintiff is appropriate and justified as part of the settlement.

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## THE REQUESTED ATTORNEY'S FEES AND COSTS ARE REASONABLE AND SHOULD BE APPROVED

24. Per the terms of the settlement, up to 1/3 of the initial gross amount is allocated to payment of reasonable attorney's fees, or $40,000. Here, the parties did not negotiate the inclusion of attorney's fees until after extensive arms-length bargaining regarding relief to the Class was completed. The requested fee and cost award was a product of these arms-length negotiations and fairly reflects the marketplace value of the services rendered by Class Counsel in this case for the reasons addressed herein.

25. Over the two plus years this matter has been pending, Crosner Legal's efforts have included: (1) extensive pre-lawsuit investigation of the claims of Plaintiff and the putative class, including legal research, research into similar claims and claims against other employers in the same industry, and attempts to locate and contact other employees of the Defendant; (2) drafting a PAGA notice letter; (3) drafting the initial class complaint and related documents, and drafting the PAGA complaint (4) addressing the removal to federal court and successfully moving to remand; (5) case management, including communications with defense counsel, meeting and conferring/preparing case management statements, etc.; (6) drafting and filing a first amended complaint; (7) lengthy discussions with defense counsel regarding settlement/mediation and informal discovery needed for meaningful settlement discussions; (8) engaging in substantial informal discovery, including propounding informal discovery "requests" and reviewing documents and other information produced; (9) drafting a mediation brief and accompanying damages model after review and analysis of Defendant's informal discovery production; (10) attending an all-day mediation; (11) negotiating and drafting the settlement agreement and related documents; (12) drafting motion for preliminary approval, and attending the hearing; (13) administration of the settlement, including communications with the Settlement Administrator and settlement class members; (14) final approval and attorney's fees, and attending the final approval hearing; and (15) extensive communications with the Plaintiff regarding case status, case investigation and document review, mediation, and settlement terms. A true and correct summary of Crosner Legal's work performed and time expended on this matter

is attached hereto as Exhibit 2. Additionally, Class Counsel will incur additional time following final approval to, inter alia, respond to class member inquiries, attend to distribution of settlement funds, and on the compliance hearing.

26. I am a graduate of Loyola Law School, Los Angeles, from which I received a *juris doctorate* degree in 2009. Prior to attending law school, I attended the University of Southern California, from which I received a *bachelors of science* in Business Administration in 2006.

27. I have been a Partner at Crosner Legal since February 1, 2023. Prior to joining Crosner Legal, I was a Senior Associate and Team Director of a Wage and Hour Litigation Team at Capstone Law APC, which I originally joined as an associate attorney in May 2016.

28. Since being admitted to the California State Bar in 2010, my entire legal career has been dedicated to protecting employee and consumer rights through the prosecution of class action and representative actions filed on behalf of plaintiffs in class actions and statewide representative actions. Throughout my career I have managed or co-managed more than 100 class action and PAGA representative cases, from initial filing of the complaint through final resolution.

29. In particular, I have served as class counsel in several certified class action cases, including:

*a.* *Party City Wage and Hour Cases*, JCCP4781 (class counsel for certified class of non-exempt hourly employees who worked for Defendants in California)

b. *Lewis v. Express Messenger Systems*, Los Angeles Superior Court Case No. BC501521 (class counsel for certified class of last-mile delivery drivers who were alleged to be misclassified as independent contractors)

c. *Ramirez-Vivar v. Grifols Diagnostic Solutions, Inc.*, *et al.*, Alameda County Superior Court, Case No. RG21099519 (class counsel for certified classes of non-exempt hourly employees who worked for Defendants in California)

d. *Jones v. LA Live* , Los Angeles County Case No. BC687908 (class counsel for certified issue classes consisting of hourly employees who worked at Staples Center and Nokia Theater)

30. The following is a representative sample of settlements in wage and hour class action and PAGA representative cases in which I was listed as an attorney of record and either managed, or co-managed with attorneys at my firm and other co-counsel:

*e.* *Cruz v. Walmart*, Los Angeles County Super. Ct. Case No. 18STCV03128 ($15 million global PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations.)

f. *Vorise v. 24 Hour Fitness USA, Inc.*, Contra Costa County Super. Ct., Case No. C 15-02051 ($11 million global PAGA settlement on behalf of over 36,000 employees for Labor Code violations.)

g. *Gross v. Sodexo*, Kern County Super Ct., Case No. BCV-18-101746 Capstone ($4.75 million class and PAGA settlement on behalf of class of non-hourly employees for Labor Code violations.)

h. *Campbell v. AEG* ($1.8M class and PAGA settlement on behalf of group of hourly employees who worked at concert venues in California for alleged Labor Code violations)

i. *Fiebelkorn v. AEG*, et al. Los Angeles Superior Court Case No. BC717337 ($1.75M class settlement on behalf of group of hourly employees who worked at Oakland Coliseum for alleged Labor Code violations)

j. *Amaro v. Anaheim Arena Management*, Orange County Superior Court Case No. 30-2017-00917542 ($2,212,500 class and PAGA settlement on behalf of group of hourly employees who worked at Honda center in Anaheim California for alleged Labor Code violations)

k. *Espindola v. Panda Express,* San Bernardino Superior Court Case No. CIVDS1931455 ($3.125M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)

l. *Gold v. Benihana*, San Diego Court Superior Court Case No. 37-2016-00022320-CU-OE-NC ($2.25M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)

m. *Party City Wage and Hour Cases*, JCCP4781 ($6.5M class and PAGA settlement on behalf of hourly employees statewide for alleged Labor Code violations)

n. *Lewis v. Express Messenger Systems*, Los Angeles County Super Court Case No. BC501521 ($10.5M class and PAGA settlement on behalf of a statewide group of independent contractor last-mile delivery drivers alleged to be misclassified)

o. *Flores v. Tesla*, Alameda County Superior Court Case No. RG18907072 ($4M class and PAGA settlement on behalf of statewide group of hourly employees for alleged Labor Code violations)

p. *Ruiz v. Disney Stores*, San Bernardino Superior Court Case No. CIVDS2016983 ($2M class and PAGA settlement on behalf of statewide group of hourly employees who worked at retail stores in California for alleged Labor Code violations)

q. *Ramirez v. Yin Management*, Sacramento County Superior Court Case No. 34-2021-00301530 ($1.8M class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).

r. *Suhartono v. RRG Besh*, Los Angeles County Superior Court Case No. 19STCV22184 ($2.25 class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's McDonald's franchises in California for alleged Labor Code violations).

s. *Gomes v. Kura Sushi*, Los Angeles County Superior Court Case No. 19STCV18977 ($1.75M class and PAGA settlement on behalf of statewide group of hourly employees who worked at Defendant's restaurants in California for alleged Labor Code violations)

t. *Saldana v. Hydrochem*, Contra Costa Superior Court Case No. CIVMSC19-02624 ($1.38M class and PAGA settlement on behalf of statewide group of hourly employees for alleged Labor Code violations).

31. In addition, below are settlements in consumer class action cases in which I was

listed as an attorney of record and either managed, or co-managed with attorneys at my firm:

u. *Lopez v. Seterus*, *et al.*, Los Angeles Superior Court Case No. BC484297 ($3M Class settlement on half of thousands of borrowers in California, Florida, and Texas for UCL violations premised on improper late fee collections)

v. *McGill v. Citibank*, Riverside County Superior Court Case No. RIC 1109398 (in landmark case that established the 'McGill rule' precluding the waiver of public injunctive relief in pre0dsipute arbitration agreements, negotiated confidential settlement on behalf of consumer who sued for damages and class injunctive relief stemming from marketing of credit protector plan)

32. Finally, I have been selected by my peers as a Super Lawyers 'Rising Star' every year since 2016 through 2022, which is a recognition that is provided to only 2.5% of active lawyers practicing within the State of California

33. Branden Hamilton obtained her undergraduate degree from UCLA in 2004, and her law degree from George Washington University in 2007. She has been affiliated with my firm since 2017 and became Of Counsel with Crosner Legal in 2019, and her practice focuses almost exclusively on wage and hour class and representative actions. She has spent her entire career representing plaintiffs in employment litigation, including several years as an associate at well-known plaintiff's firm Carlin & Buchsbaum.

34. Kiara Bramasco received her undergraduate degree, magna cum laude, from Loyola Marymount University in Political Science, and then received her JD from Loyola Law School in 2018. She then spent several years with well-known plaintiff's firm Moss Bollinger, first as a law clerk and then as an associate, where her practice focused on employment law, particularly wage and hour class action and PAGA litigation. She joined Crosner Legal in 2021 and is a partner and head of the Firm's Pre-Litigation Department.

35. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class action settlements while serving as lead class counsel in recent years, including but not limited to a $1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America, Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a $4.1 million wage and hour class action

settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252 (Sacramento Cty. Super Ct.)); a $1.35 million wage and hour class action settlement in 2017 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a $1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc. dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a $1.3 million wage and hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160 JGB (C.D. Cal.)), a $1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v. Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.), a $1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*, Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a $7.25 million wage and hour class action settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753 (Santa Clara Cty. Super Ct.); a $2.2 million wage and hour class action settlement in 2021 (*Ghorchian, et al. v. West Hills Hospital, et al.,* Case No. LS029737 (Los Angeles Cty. Super. Ct.));.a $2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a $1 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No. 21CV382467 (Santa Clara Cty. Super. Ct.)), a $1.4 million wage and hour class action settlement in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino Cty. Super. Ct.), a $2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v. Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a $2.5 million wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No. CIVDS1931464 (San Bernardino Cty. Super. Ct.); $1.015 million wage and hour class action settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco Cty. Super. Ct); and a $1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v. Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a $1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No. 21STCV05707 (Los Angeles Cty. Super. Court); a $1.3 million wage and hour class action settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super.

Court); a $1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case No. 21STCV31479 (Los Angeles Cty. Super. Ct); a $1.19 million dollar wage and hour class action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367 (Los Angeles Cty. Super. Ct.); a $2.65 million wage and hour class action settlement in 2024 in *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super Ct.); a $1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case No. 23CV025345 (Alameda Cty. Superior Ct); a $3.9 million wage and hour class action settlement in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-01280696-CU-OE-CXC (Orange Cty. Super. Ct.); and a $5,093,537.50 wage and hour class action settlement in 2025 in *Deaver, et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-OE-GDS (Sacramento Cty. Super. Ct.). a $5,600,000 wage and hour class action settlement in 2025 in *Goodwin et al. v Save Mart*, Case No. STK-CV-UOE-2023-0002062 (San Joaquin Cty. Super. Ct.); a $1,300,000 wage and hour class action settlement in 2025 in *Perez v Qantas Airways Ltd*, Case No. 23STCV18974 (Los Angeles Cty. Super. Ct.); and a $1,650,000 wage and hour class action settlement in 2025 in *Williams et al v. Bluetriton Brands* Case No. CIVSB2325920 (San Bernardino Cty. Super. Ct.).

36. Based upon the qualifications and experience set forth above, I believe the following hourly rates are reasonable: Brandon Brouillette $900, Branden Hamilton and Kiara Bramasco $650.

37. I request the Court apply the above hourly billing rates in this case, as it reasonable in the California legal market for attorneys handling wage and hour class and PAGA actions. I have personal knowledge of the hourly rates charged by a number of plaintiff-side wage and hour class action firms in the Bay Area, Los Angeles and San Diego markets, for partner-level attorneys with experience comparable to mine. These rates have range from $650 to $850 per hour for calendar years 2017-2023. Some examples include attorney Matthew Matern of Matern Law Group in Los Angeles, with approximately 26 years of experience $850/hour (2018); Craig Ackermann of Ackermann & Tilajef, PC with approximately 25 years of experience $850/hour (2021), Michael Singer and Isam Khoury of Cohelan Khoury & Singer in San Diego, 35 years

and 45 years of experience respectively, both $825/hour (2018), Zachary Crosner of Crosner Legal PC, 14 years of experience $800/hour (2023), and James Kawahito of Kawahito Law Group in Los Angeles, with approximately 16 years of experience $750/hour (2020).

38. The requested rates also comport with the adjusted Laffey Matrix, which provides that reasonable hourly rates for attorneys with 10+ years of experience, such as myself, are well over $800. The adjusted Laffey Matrix may be found at http://www.laffeymatrix.com/see.html.

39. After the analysis above, Crosner Legal's lodestar is $75,975.00, based on 89.0 attorney hours spent litigating this case through the filing of this motion. Further, we will almost certainly spend additional time addressing settlement administration matters, responding to class member questions, submitting the compliance report, etc. On a lodestar basis, the fees requested on a percentage basis are less than the base lodestar, and accordingly there is no request to apply a lodestar modifier.

40. As noted, Crosner Legal has represented Plaintiff for approximately over two years with respect to this matter and has expended a significant amount of time and resources in that representation. The firm agreed to litigate this case on a purely contingent basis and in so doing assumed considerable risk of non-payment for its fees and costs, as discussed above, and as is the case with these cases in general. Under all relevant factors (as outlined herein and in the accompanying memorandum), Plaintiff respectfully request the Court award his counsel the requested fees of $40,000 based on the common fund theory with a corresponding lodestar cross-check and no upward modifier.

41. This case posed considerable contingent risk, for the reasons addressed above; if there had been recovery then my firm would not have received any fees for the time invested litigating the case. Throughout the pendency of this case, my firm has received no compensation or reimbursement for its efforts representing Plaintiffs and the Class.

42. Crosner Legal assumes a great deal of contingent risk in every wage and hour class action it undertakes. Our attorneys have been involved in a number of cases where plaintiffs and their counsel invested hundreds of hours to time and tens of thousands in costs with no return. For example, in a matter alleging misclassification on behalf of a putative class of assistant managers

at major restaurant chain, after three years of exceptionally adversarial litigation and the investment of over 1,000 hours of attorney time and over $100,000 in costs, the trial court denied plaintiffs' motion for class certification. In another misclassification case on behalf of assistant managers at large restaurant chain, the parties reached a settlement after three years of litigation, secured preliminary approval and completed the notice process to the settlement class, only to have the defendant file for bankruptcy a few days before the final approval hearing. In a matter against a large flood remediation company on behalf of its non-exempt employees, the Parties likewise mediated and settled the matter, secured preliminary and final approval, and the Defendant also went out of business before funding the settlement. In another matter against a large regional bank seeking expense reimbursement of behalf of outside salespersons, after more than a year of combative litigation and shortly before plaintiff's class certification motion was due, the defendant was taken over by federal regulators. In each of these instances my firm received nothing despite the investment of hundreds of hours of attorney time and thousands of dollars in out-of-pocket costs.

43. Reimbursement for litigation costs and expenses is capped at $15,000 under the terms of Settlement Agreement. A true and correct itemization of the costs and expenses incurred by my firm is set forth below:

| Expense Category | Amount |
|---|---:|
| | |
| Court Filing Fees/ Service of Process/Attorney Service/Chamber's Copies | $3,650.14 |
| Mediation Fees | $8,375.00 |
| Expert Witness Fees | $2,115.00 |
| Postage/Overnight/Fax | $25.48 |
| PAGA Filing Fee | $75.00 |
| Photocopying | (waived) |
| Legal Research | (waived) |
| **Total Costs and Expenses** | **$14,241.12** |

44. These costs and expenses are reasonable in amount and were necessary to the successful resolution of the case. I respectfully request the Court approve payment of $14,241.12 in litigation costs and expenses to Crosner Legal consistent with the cap provided for in the Settlement Agreement.

45. For all the foregoing reasons, I respectfully request that the Court preliminarily approve the settlement in all particulars.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 13th day of July 2026, at Los Angeles, California.

______________________
Declarant

# Exhibit 1

# Exhibit 2

**Michael Siano v. "American News Company"**
**(Riverside County Superior Court Case No. CVRI2301109)**

**Crosner Legal Time Report**

| Tasks | Brandon Brouillette | Branden Hamilton | Kiara Bramasco |
|---|---|---|---|
| Pre-filing Case Investigation | 0.0 | 2.2 | 1.2 |
| Pleadings and Law and Motion | 5.5 | 4.2 | 1.4 |
| Discovery and Post-Filing Investigation | 1.5 | 0.0 | 0.0 |
| Court Appearances | 3.2 | 0.0 | 0.0 |
| Case Management; Litigation Strategy & Analysis | 17.8 | 0.0 | 0.0 |
| Mediation and Settlement | 44.5 | 7.5 | 0.0 |
| Total Hours | 72.5 | 13.9 | 2.6 |
| Hourly Rate | $900 | $650 | $650 |
| **Lodestar** | **$65,250.00** | **$9,035.00** | **$1,690.00** |

**Total Hours:** **89.0**
**Total Lodestar:** **$75,975.00**